

In re:  
Christopher Rodriguez  
Debtor

Case No. 20-11357-amc  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Feb 02, 2021

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 04, 2021:

Recip ID	Recipient Name and Address
db	+ Christopher Rodriguez, 8113 Crispin Street, Philadelphia, PA 19136-2613
cr	+ U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PE, c/o REBECCA ANN SOLARZ, 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	Email/Text: megan.harper@phila.gov	Feb 03 2021 03:07:00	CITY OF PHILADELPHIA, Tax & Revenue Unit, 1401 JOHN F. KENNEDY BLVD., 5TH FLOOR, Major Tax Litigation Division, Philadelphia, PA 19102-1595

TOTAL: 1

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 04, 2021

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 2, 2021 at the address(es) listed below:

Name	Email Address
JOSHUA DOMER	on behalf of Creditor CITY OF PHILADELPHIA joshua.domer@phila.gov karena.blaylock@phila.gov
LEON P. HALLER	on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY) lhaller@pkh.com dmaurer@pkh.com;mgutshall@pkh.com

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PAUL H. YOUNG

on behalf of Debtor Christopher Rodriguez support@ymalaw.com  
ykaecf@gmail.com,paullawyers@gmail.com,pyoung@ymalaw.com;youngpr83562@notify.bestcase.com

REBECCA ANN SOLARZ

on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING  
FINANCE AGENCY) bkgroup@kmlawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Christopher Rodriguez

Debtor

U.S. BANK NATIONAL ASSOCIATION  
(TRUSTEE FOR THE PENNSYLVANIA  
HOUSING FINANCE AGENCY)

Movant

vs.

Christopher Rodriguez

Debtor

William C. Miller, Esquire

Trustee

CHAPTER 13

NO. 20-11357 AMC

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$13,890.21**, which breaks down as follows;

Post-Petition Payments:	April 2020 to November 2020 at \$1,146.00/month
	December 2020 to February 2021 at \$1,132.17/month
Late Charges:	April 2020 to January 2021 at \$28.77/month
Fees & Costs Relating to Motion:	\$1,038.00
<b>Total Post-Petition Arrears</b>	<b>\$13,890.21</b>

2. The Debtor(s) shall cure said arrearages through a loan modification within the following schedule:

a) Debtor shall obtain a permanent modification by March 31, 2021.

3. Additionally, beginning on March 1, 2021, Debtor shall also make regular post-petition payments on the first (1<sup>st</sup>) of each month in accordance with the terms of the note and mortgage while the loan modification application is pending.

4. If a timely trial modification is obtained, Debtor shall then continue to make regular trial modification payment followed by regular permanent modification payments thereafter, both as directed within the modification documents.

5. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

6. In the event any of the events listed within Section 2 are not completed within the listed deadline, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may amend her Chapter 13 Plan to provide for payment of Movant's arrears within Section 4(a), "Curing Default and Maintaining Payments", within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to do so, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

7. In the event any of the payment listed under either Section 3 or 4 are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

8. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

9. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order<sup>7</sup> granting the Movant relief from the automatic stay.

10. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

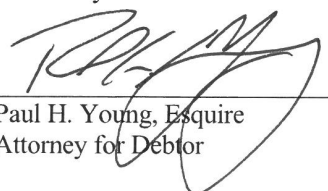
11. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

12. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 27, 2021

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 1/28/21

  
\_\_\_\_\_  
Paul H. Young, Esquire  
Attorney for Debtor

*\*No objection to its terms,  
without prejudice to any of  
our rights and remedies*

Date: January 29, 2021

/s/ Jack Miller, Esquire, for\*  
William C. Miller, Esquire  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2021. However, the court retains  
discretion regarding entry of any further order.



**Date: February 2, 2021**

\_\_\_\_\_  
Bankruptcy Judge  
Ashely M. Chan